

354-1329

THE COMPANIES ACTS 1985 AND 1989 AND 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SAFE COMPUTING HOLDINGS LIMITED

(Adopted by a Special Resolution passed on 21 August 2008 and amended by a Special Resolution passed on 20th October 2011)

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1 **Definitions and Interpretation**

- 1.1 The headings shall not affect the construction hereof and in the interpretation of these Articles unless there be something in the subject or context inconsistent therewith the following words and expressions shall bear the meanings set out opposite them

**"Articles"** these articles of association adopted by a Special Resolution passed on 21 August 2008 and amended by a Special Resolution passed on 20th October 2011,

**"Act"** the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force ("**1985 Act**") and any provisions of the Companies Act 2006 for the time being in force ("**2006 Act**"),

**"Auditors"** the auditors for the time being of the Company,

**"Board"** means the board of Directors of the Company from time to time,

**"Business Days"** means any day (other than a Saturday, Sunday or public holidays) when the banks in the City of London are open for business,

**"Change of Control"** means the acquisition whether by purchase,

transfer, renunciation or otherwise by a third party purchaser of any interest in any Shares if, upon completion of that acquisition, the third party purchaser, together with the persons acting in concert or connected with him (excluding any person who was a Manager or a permitted transferee under the Articles), would hold more than 50% of the voting rights attached to the issues Shares,

**"Director"**

a director for the time being of the Company,

**"Group"**

means the Company, any holding company for the time being of the Company and all subsidiaries for the time being of the Company or such holding company, and "Group Company" shall be construed accordingly,

**"Independent Expert"**

means a firm of chartered accountants as agreed between the Proposing Transferor and the Board or on the application of either of them, as nominated by the President of the Institute of Chartered Accountants in England and Wales,

**"Leaver"**

means any Member (other than a Member who is also a non executive director but not an employee) who ceases to be a Director or employee of a Group Company for any reason and does not continue as a director, employee or consultant of any Group Company,

**"Member"**

a holder for the time being of any Share,

**"Offer Notice"**

means a notice given under Article 6.4 or 6.5,

**"Ordinary Shares"**

means the ordinary shares of £0 10 each in the capital of the Company and "**Ordinary Shareholder(s)**" shall mean a holder(s) of Ordinary Shares,

**“Ordinary A Shares”**

means the ordinary A shares of £0 10 each in the capital of the Company and **“Ordinary A Shareholder(s)”** shall mean a holder(s) of Ordinary A Shares,

**“Sale”**

means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase subscription or renunciation or any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition, **“disposal”** shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the Share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such agreement,

**“Sale Proceeds”**

the aggregate consideration for the Shares that are the subject of a Sale (including the present value of any such consideration which is certain as to amount but where payment is deferred),

**“Shares”**

means the Ordinary Shares and the Ordinary A Shares in the capital of the Company and **“Share”** means any one such share as the context so admits,

**“Table A”**

Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985

- 1 2 Words and expressions defined in the Act or in Table A shall unless the context otherwise requires have the same meanings in these Articles The singular shall include the plural and the masculine the feminine and neuter and vice versa

- 1 3 The regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The regulations in Table A numbered 24, 64, 80, 81(e), 95 and 97 shall not apply and in addition to the remaining regulations in Table A the following shall be the articles of association of the Company

## **2 Share Capital**

- 2 1 The share capital of the Company at the date of adoption of these Articles is £1,008 10 divided into 10,081 Ordinary Shares of £0 10 each and immediately following the adoption of these Articles the Directors intend to allot 463 Ordinary A Shares of £0 10 each pursuant to the authority granted by Article 3 below. Subject as hereinafter provided in these Articles, the Ordinary Shares and the Ordinary A Shares shall rank pari passu in all respects as if they constituted one class of share
- 2 2 On a return of capital on liquidation or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be allocated to the Members holding Ordinary Shares in the proportions that the number of such Ordinary Shares held by each Member bears to the total aggregate number of issued Ordinary Shares. The holders of the Ordinary A Shares shall not be entitled to be allocated any such surplus assets
- 2 3 Unless otherwise agreed by Philip Rule, on a Sale, the Sale Proceeds shall be allocated first in paying to each Member a sum equal to the nominal value of the Shares held by each Member and secondly all surplus Sale Proceeds shall be paid to each Member holding Ordinary Shares in the proportions that the number of such Ordinary Shares held by each Member bears to the total aggregate number of issued Ordinary Shares. The holders of the Ordinary A Shares shall not be entitled to be paid any such surplus Sale Proceeds

## **3 Allotment of Shares**

- 3 1 In accordance with Section 567(1) of the 2006 Act, Sections 561 and 562 of the 2006 Act shall not apply to an allotment of equity securities (as defined in Section 560(1) of the 2006 Act) made by the Company
- 3 2 The Directors are generally and unconditionally authorised, for the purposes of Section 551 of the 2006 Act and generally, to exercise any power of the Company to
- 3 2 1 offer or allot,

3 2 2 grant rights to subscribe for or to convert any security into,

3 2 3 otherwise deal in, or dispose of,

any Shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper

**3 3 The authority referred to in Article 3 2**

3 3 1 shall be limited to a maximum nominal amount of £1,002 70 or such other amount as may from time to time be authorised by the Company by ordinary resolution,

3 3 2 shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution, and

3 3 3 may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired)

**4 Lien**

4 1 The lien conferred by regulation 8 in Table A shall attach to fully paid Shares and to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders

**5 Permitted Transfers**

5 1 The Directors shall, subject to paragraph 5 4 of this Article register the transfer up to a maximum of 25% of a Member's Shares

5 1 1 to a member of the family of the Member,

5 1 2 to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member during his lifetime or upon any change of trustees of a trust so created to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such Shares are to be held upon the terms of the trust) provided that there are no persons

beneficially interested under the trust other than the Member or members of the family of a Member and the voting rights conferred by any such Shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of the family of a Member and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of the family of a Member,

5 1 3 by the trustee or trustees of a trust to which sub- paragraph 5.1.2 above applies to any person beneficially interested under the trust being the Member or a member of the family of a Member,

5 2 The Directors shall subject to Article 5.4, register a transfer of Shares that is made pursuant to Article 6 or 7

5 3 For the purpose of paragraph 5.1 of this Article but not any other paragraph -

5 3 1 the word "Member" shall not include a person who holds Shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceases to be a Member as the result of the creation of the relevant trust, and

5 3 2 the words "a member of the family of a Member" shall mean the husband, wife, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption), and child and remoter issue of any such brother or sister (including a child by adoption), of the Member

5 4 Notwithstanding the provisions of this Article, the Directors may decline to register any transfer which would otherwise be permitted hereunder if it is a transfer

5 4 1 of a Share on which the Company has a lien,

5 4 2 of a Share (not being a fully paid Share) to a person of whom they shall not approve, or

5 4 3 of a Share where the Directors are not satisfied that the proposed transferee falls within one of the categories specified in paragraph 5 1 above

Regulation 24 in Table A shall not apply to the Company

5 5 A transfer of any Share pursuant to this Article 5 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance (save for any interest of beneficiaries under the relevant Family Trust, where applicable)

5 6 The Directors shall, subject to paragraph 5.4 of these Articles register the transfer of Shares where such transfer has the prior written approval of all the Members of the Company

## 6 Pre-emption on Transfer

6 1 Save where a transfer is made pursuant to Article 5 above any person (hereinafter called the "**Proposing Transferor**") proposing to transfer any Shares shall give notice in writing (hereinafter called the "**Transfer Notice**") to the Company specifying

6 1 1 the number of Shares he wishes to transfer (the "**Sale Shares**"),

6 1 2 the identity of the person (if any) to whom the Proposing Transferor wishes to transfer the Sale Shares (the "**Purchaser**") unless it is a deemed transfer notice in accordance with Article 7,

6 1 3 the price per Share at which the Proposing Transferor wishes to transfer the Sale Shares (the "**Proposed Sale Price**") unless it is a deemed transfer notice in accordance with Article 7

6 2 A Transfer Notice may contain a provision that unless all the Sale Shares are sold pursuant to this Article 6 and the following paragraphs of this Article part only shall not be so sold (a "**Total Transfer Condition**") and any such provision shall be binding on the Company

6 3 Each Transfer Notice shall

6 3 1 be irrevocable (subject to paragraph 6.10), and

6 3 2 shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares

6 4 Subject to the Sale Price being agreed or determined (as the case may be) in accordance with paragraph 6.8 not later than 15 days from the receipt of the Transfer

Notice or if the Sale Price shall be determined by the Independent Expert not later than 15 days from the receipt of such determination by the Company (but subject to the Proposing Transferor not having served a notice of revocation in accordance with paragraph 6.10 below) the Directors may, if they so determine, require that the Sale Shares shall if they are to be sold by reason of the Proposing Transferor being a Leaver in the first instance be offered to any person being an employee or director of the Company or a proposed replacement of the Proposed Transferor ("**Invitee**") An Offer Notice given under this paragraph 6.4 shall be open for acceptance for a period of 2 calendar months

- 6.5 To the extent that the Invitee fails to apply for all or any of the Sale Shares or if the Sale Shares are being sold for any reason other than as provided for in paragraph 6.4, they shall be offered to all the Members of the Company (holding the same class of Shares) as at the date of the Transfer Notice (other than the Proposing Transferor or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice) as nearly as may be in proportion to the number of Shares held by them respectively
- 6.6 The Offer Notice given under paragraph 6.5 shall state the number of the Sale Shares, the Sale Price per Sale Share and shall limit the time in which the offer may be accepted, not being less than 14 days nor more than 28 days after the date of the Offer Notice
- 6.7 The Offer Notice shall further invite each Member to state in his reply the number of additional Sale Shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full, the Sale Shares not so accepted shall be used to satisfy the claims for additional Sale Shares as nearly as may be in proportion to the number of Shares already held by them respectively at the date of the relevant Transfer Notice provided that no Member shall be obliged to take more Sale Shares than he shall have applied for. If any Sale Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit. For the purpose of these Articles an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company



6.8 The Sale Price of the Sale Shares shall be either the price per Share agreed between the Proposing Transferor and the Board within 15 days of the service of the Transfer Notice or (in default of such agreement within 15 days of service of the Transfer Notice) the price certified by the Independent Expert in writing as the fair value thereof such determination being made upon the application of either the Proposing Transferor or the Board. In so certifying the Independent Expert shall be considered to be acting as experts and not arbitrators and their decision shall (save in the case of manifest error) be final and binding on the Parties. The reasonable costs of the Independent Expert shall be borne as determined by the Independent Expert. For the purposes of this paragraph the Independent Expert shall value the Sale Shares

6.8.1 on a going concern basis on the assumption of an arm's length sale between a willing seller and a willing buyer, and

6.8.2 on the basis that each issued Share has the same value corresponding to its proportion of the value of all of the issued Shares taken as a whole and that no additional or reduced value is attached to any holding of Shares by virtue only of such holding comprising or after purchase conferring or giving rise to a majority or minority of the total issued share capital of the Company, and

6.8.3 taking into account the prospective impact on the value of the Sale Shares of the Proposing Transferor who is ceasing to be a Director or employee of the Company (the "**Fair Value**")

Notwithstanding any of the preceding provisions of this Article 6.8, the Sale Price of each Ordinary A Share in respect of which a Transfer Notice is served shall be £0.10 per Ordinary A Share

6.9 The Company will use its reasonable endeavours to procure that the Independent Expert delivers his written opinion of the Fair Value to the Board and the Proposing Transferor within 28 days of being requested to do so

6.10 If the Independent Expert reports that the Fair Value is lower than the Proposed Sale Price, the Proposing Transferor may revoke the Transfer Notice by written notice to the Board within 5 Business Days of the Board serving on the Proposing Transferor the Independent Expert's written opinion

6.11 If Member purchasers shall be found for all the Sale Shares within the appropriate period specified in paragraph 6.6 above, the Company shall not later than seven

days after the expiry of such appropriate period give notice in writing (hereinafter called the "**Sale Notice**") to the Proposing Transferor and the Member purchasers specifying the Member purchasers and the Proposing Transferor shall be bound upon payment of the Sale Price (being the sum due in respect of all the Sale Shares) to transfer the Sale Shares to such Member purchasers

- 6 12 If the Company shall not find a Member or Members willing to purchase all or any of the Sale Shares pursuant to this Article before the expiry of the period referred to in paragraph 6.6 of this Article then the Company may for a period not exceeding 21 days from the expiration of such period offer such unallocated Shares at the Sale Price to a third party Within 3 days of the acceptance of any such offer the Company shall serve upon the Proposing Transferor a Sale Notice specifying the name and address of each purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them
- 6 13 If the Company shall not find a Member or Members (or a third party) willing to purchase all or any of the Sale Shares pursuant to this Article within the periods herein provided, or notwithstanding any of the provisions in these Articles, the Company may at any time, subject to the provisions of the Act and with the consent of the Board exercise its power to purchase any (or if the Transfer Notice contained a Total Transfer Condition all) of the Sale Shares Such payment for the Sale Shares may be made otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of Shares
- 6 14 If the Company declines or is unable to exercise the powers referred to in paragraph 6.12 or 6.13 the Company shall where the Transfer Notice contained a Total Transfer Condition serve upon the Proposing Transferor a notice specifying the Sale Shares unallocated in accordance with this Article (a "**Non Allocation Notice**") or where the Transfer Notice contained no Total Transfer Condition serve upon the Proposing Transferor a Sale Notice in respect of those Sale Shares allocated and a non Allocation Notice specifying the number of Sale Shares remaining unallocated
- 6 15 During the period of 30 days following the receipt by the Proposing Transferor of a Non Allocation Notice he shall be at liberty subject to paragraph 5.4 of Article 5 to transfer the Sale Shares therein specified to any proposed transferee (if any) named in the Transfer Notice or if no one was so named to any transferee at any price per Sale Share PROVIDED THAT (i) the price therefor is not less than the Sale Price per Share and (ii) if the Transfer Notice included a Total Transfer Condition the

Proposing Transferor shall not be at liberty to sell part only of the Sale Shares pursuant to this paragraph 6.15 and (iii) unless the transferee is at that date a Member, such transferee is approved by the Board

- 6 16 If in any case the Proposing Transferor for any reason (including death) within 28 days of having become bound as aforesaid fails to transfer any Sale Shares in accordance with this Article the Company may receive the purchase money on his behalf, and may authorise a Director to execute a transfer of such Sale Shares in favour of the transferee or the Company as the case may be Payment of the purchase money by the Company into a separate appropriately designated bank account shall be a good discharge to the transferee or the Company
- 6 17 Notwithstanding any of the provisions in these Articles although subject to the provisions of the Act, the Company may at any time purchase its own Shares and is authorised to make the payment for the purchase of the Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares

## **7 Compulsory Transfers**

- 7 1 In any case where any of the Sale Shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to sub-paragraph 5.1.2 of Article 5 above and the Directors shall reasonably believe that not all the persons beneficially interested under the trust are members of the family (as defined in the Articles) of the Member by whom the trust was created a Transfer Notice shall forthwith be deemed served in accordance with Article 6.1 in respect of all the Shares held by such trustee or trustees
- 7 2 Subject to paragraph 7.5 if any Member who is an individual shall become bankrupt or make any arrangement or composition with his creditors or an order shall be made in respect of his property a Transfer Notice shall be deemed to have been served in accordance with Article 6.1 on the date of the happening of any such event in respect of his entire Shares in the Company Subject to the provisions of this paragraph 7.2 regulations 29 to 31 inclusive of Table A shall apply as regards the transmission of shares on the bankruptcy of a Member
- 7 3 Subject to paragraph 7.5 if a Member in breach of these Articles should attempt to transfer, charge or otherwise dispose of the legal or beneficial interest in any Shares a Transfer Notice shall be deemed to be served in accordance with Article 6.1 in

respect of his entire holding of Shares in the Company upon the date that the Company receives notice of any attempted transfer, charge or other disposal

7.4 Subject to paragraph 7.5 if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Article 7 or any other paragraph contained in these Articles a Transfer Notice shall be deemed to have been served in accordance with Article 6.1 on the date of the happening of any such event in respect of its entire Shares in the Company

7.5 The Board may, within 6 months of becoming aware of the circumstances giving rise to a deemed Transfer Notice under paragraphs 7.2, 7.3, and 7.4 (inclusive), resolve to waive the requirement that a Transfer Notice be deemed to be served and notify the Member in writing accordingly

7.6 Where a Transfer Notice is deemed served pursuant to paragraphs 7.1 to 7.4 inclusive at the same time a Transfer Notice in like form shall be deemed served in respect of all Shares (if any) transferred on or after the date of adoption of these Articles held by that Member and any other Member who has acquired Shares from him under a permitted transfer. A deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares which have been validly transferred pursuant to that Transfer Notice

7.7 The Board shall within a reasonable period of receiving notice of the events giving rise to the deemed issue of such Transfer Notice having occurred instruct the Independent Expert to determine the price to be paid for the Sale Shares pursuant to paragraph 6.8 of Article 6

7.8 In relation to the deemed Transfer Notice

7.8.1 a Total Transfer Condition shall be deemed to have been specified by the Proposing Transferor, and

7.8.2 there shall be no right of revocation of the deemed Transfer Notice by the Proposing Transferor

7.9 For the purposes of this Article the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renounee under any such letter of allotment

## **8 Disenfranchisement**

8 1 Notwithstanding any other provision of these Articles, unless otherwise agreed by the Board, if a deemed Transfer Notice is served in respect of a Member's holding of Shares, unless that Member is a director or employee of or a consultant to a Group Company or he is Philip Rule he shall not be

8 1 1 entitled to exercise any voting rights at any general meeting of the Company,

8 1 2 entitled to exercise any voting rights at meetings of any class of Members in respect of those Shares, nor

8 1 3 entitled to exercise any rights to consent to general meetings of the Company on short notice or class meetings of Members on short notice,

(together the "**Disenfranchised Rights**") on and from the date of the relevant deemed Transfer Notice until the entry in the register of Members of the Company of another person as the holder of those Shares. No resolution or meeting shall require the exercise of any Disenfranchised Rights and no resolution or meeting shall be invalid because of a failure to exercise the Disenfranchised Rights

## 9 **Come Along**

9 1 If either

9 1 1 the holders of more than 65% of the Shares, or

9 1 2 more than 85% of the number of Members,

in each case (the "**Selling Members**") wish to transfer all their Shares to any bona fide arm's length purchaser (not being a Member of the Company) (the "**Third Party**") then the Selling Members shall have the option (the "**Come Along Option**") to require the remaining Members to also transfer all their Shares to the Third Party (or as the Third Party shall direct) and for the avoidance of doubt the provisions of this Article shall be subject to the provisions of Articles 6 and 10

9 2 The Selling Members shall give notice (the "**Come Along Notice**") to the Company and to the remaining Members of their intention to transfer their Shares, the price at which they are to be sold, the terms and conditions subject to which their Shares are to be sold, the proposed date of transfer (if known) and the identity of the Third Party

9 3 The Selling Members may only exercise the Come Along Option within 30 days after giving the Come Along Notice

- 9 4 The Selling Members may only exercise the Come Along Option by giving a Come Along Notice to the remaining Members (the "**Called Members**") specifying that they are required to transfer their Shares (the "**Called Shares**") with full title guarantee pursuant to Article 9.1, at the same price per Share (except for any Ordinary A Shares which shall be specified to be transferred at their nominal value) and otherwise subject to the same terms and conditions as the Selling Members are proposing to transfer their Shares
- 9 5 A Come Along Notice once given is irrevocable but both the Come Along Notice and all obligations hereunder will lapse if for any reason the Selling Members do not transfer all of their Shares to the Third Party
- 9 6 Upon the exercise of the Come Along Option, the Called Members shall be obliged to sell their Called Shares at the same price per Share (except for any Ordinary A Shares which they shall be obliged to transfer at their nominal value) to be paid by the Third Party to the Selling Members and otherwise subject to the same terms and conditions as the Selling Members are proposing to transfer their Shares
- 9 7 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Selling Members to the Called Members except that
- 9 7 1 the Selling Members may not specify a date that is less than 5 Business Days after the giving of the Come Along Notice,
- 9 7 2 the date so specified by the Selling Members shall be the same date as the date proposed for completion of the sale of the Selling Members' Shares unless all of the Called Members and the Selling Members agree otherwise, and
- 9 7 3 if for any reason the Come Along Notice lapses, the Selling Members may reserve the right to serve a new Come Along Notice upon the Company and the remaining Members subject to paragraphs 9.2 to 9 6
- 10 **Tag Along**
- 10 1 If at any time one or more of the Members (the "**Majority Members**") wishes to sell, in one or a series of related transactions, a majority of the Shares to a Third Party, the Proposed Transferors may only do so if they comply with the provisions of this Article 10

- 10 2 The Majority Members shall give written notice (a "**Proposed Sale Notice**") to the other remaining Members of such intended sale at least 10 Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the Third Party, the purchase price and other terms and conditions of payment, the proposed completion date of sale and the number of Shares proposed to be purchased by the Third Party.
- 10 3 Any remaining Member shall be entitled, by written notice given to the Selling Members within 5 Business Days of receipt of the Proposed Sale Notice, to be permitted to sell all of his Shares to the Third Party at the same price per Share (except for any Ordinary A Shares which they shall be permitted to sell at their nominal value) and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.
- 10 4 If any remaining Member is not given the rights accorded him by the provisions of this Article, the Majority Members shall not complete their sale to the Third Party and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

## 11 **Notice of General Meetings**

Every notice calling a General Meeting shall comply with the provisions of Section 325 of the 2006 Act as to giving the information to Members in regard to their right to appoint proxies.

## 12 **Proceedings at General Meetings**

- 12 1 The following words shall be added to the end of regulation 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum"
- 12 2 It shall not be necessary to give any notice of an adjourned meeting and regulation 45 in Table A shall be construed accordingly.
- 12 3 A poll may be demanded by any Member present in person or by proxy and regulation 46 in Table A shall be modified accordingly and Regulation 54 in Table A shall be modified accordingly.

## 13 **Directors**

- 13 1 Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than two and there shall be no maximum number and Regulation 64 of Table A shall not apply In the event of the minimum number of Directors fixed pursuant to these Articles of Association of the Company being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally
- 13 2 A Director need not hold any Shares of the Company to qualify him as a Director
- 13 3 Each Director's remuneration shall be determined by the Board unless otherwise determined by ordinary resolution of the Company and regulation 82 in Table A shall be modified accordingly
- 13 4 If any Director shall be called upon to perform any extra services or to make special exertions for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a Resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director
- 13 5 A Director may vote as a Director in regard to any contract or arrangement in which he is interested (within the meaning of section 317 of the Act) or from any matter arising therefrom upon declaring the nature of his interest at a meeting of the Board in accordance with that section Subject to such disclosure, a Director may vote and his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and regulations 94 and 95 in Table A shall be modified accordingly
- 13 6 The Chairman shall not be entitled to a second or casting vote and regulation 88 in Table A shall be modified accordingly
- 13 7 Without prejudice to provisions of Section 168 of the 2006 Act, the Company may by extraordinary resolution remove any Director before the expiration of his term of office The Company may by ordinary resolution appoint another person in place of the Director so removed
- 13 8 So long as Philip Rule is the registered holder or beneficial owner of any Shares (but not himself a Director) he shall have power from time to time and at any time to appoint any person as a Director and to remove from office any Director howsoever



appointed Any such appointment or removal shall be effected by an instrument which shall be in writing signed by Philip Rule or by his duly authorised attorney or in such other form as the Board may accept, and shall take effect upon such appointment or removal being lodged with or otherwise communicated to the Company at its registered office or being handed or otherwise communicated to the Chairman of a meeting of the Directors at which a quorum is present

- 13 9 Any Member holding Shares conferring not less than 30% of the total voting rights attaching to the Shares shall have power from time to time and at any time to appoint any person as a Director and to remove from office any Director howsoever appointed Any such appointment or removal shall be effected by an instrument which shall be in writing signed by such Member or by his duly authorised attorney or in such other form as the Board may accept, and shall take effect upon such appointment or removal being lodged with or otherwise communicated to the Company at its registered office or being handed or otherwise communicated to the Chairman of a meeting of the Directors at which a quorum is present
- 13 10 The Directors may conduct a meeting of the Board over the telephone or by video conferencing subject to such Meeting being called on reasonable notice provided that each Director is able to hear and speak to each other Director by means of a telephone conference facility and provided that no resolution shall be validly passed at such meeting unless it is unanimously passed by all those Directors who are party to the meeting
- 13 11 An Alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present
- 13 12 The quorum for the transaction of Business of the Board shall be two
- 13 13 No person shall be or become incapable of being appointed a Director by reason of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of seventy or any other age

**14 Notices**

Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board

**15 Indemnity**

Subject to and so far as may be permitted by the Act, but without prejudice to any indemnity to which any person concerned may otherwise be entitled, the Directors, alternate directors, Auditors, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their duties, including all liability incurred by them as such in defending any proceedings, whether civil or criminal, in which judgment is given in their favour, or in which they are acquitted or in connection with any application under the Act in which relief is granted to them by the Court Regulation 118 of Table A shall not apply

**16 Share Certificates**

The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or any one Director and the Company Secretary Regulation 6 of Table A shall be extended accordingly